



Customer Proprietary Network Information

“CPNI”

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GWI
Privacy and Customer Proprietary Network Information (CPNI)

This Privacy and CPNI Policy identifies and describes the way GWI uses and protects the information we collect about you, including Customer Proprietary Network Information (“CPNI”). All use of GWI’s products and services, including visits to our web site/s, are subject to this Privacy Policy.

Personal Information

This policy applies to personally identifiable information (“personal information”), that we directly associate with a specific entity or person (for example, name, social security number, addresses, telephone numbers and call records). Not included in personal information is “aggregate” or “anonymous” information, neither of which is associated with a specific entity or person.

Collection of Personal Information

We collect personal information about you when you use our services or otherwise interact with us including visiting our web site. This information includes personal information you provide when you sign up for and use our services, when you e-mail, call, or otherwise communicate with us. For example, we may collect credit personal contact, and billing information when you sign up for services or purchase other products or services. We may also collect personal information when you call and or e-mail our customer service representatives, enter information on our web site, pay for service, or submit survey responses. When your computer or other communication device accesses or web browsers, use our web sites, we automatically receive certain information, such as your browser type, IP address, and date and time. We may also obtain personal information about you from other sources. For example, we may obtain updated address information from our vendors or shippers. We may also purchase personal information (for example, e-mail lists, postal mail lists, marketing and demographic data) from others.

Use of Personal Information

We use personal information for a variety of business purposes, including but not limited to, completing transactions and billing for products and services, responding to your requests for service or assistance, verifying your identity, anticipating and resolving potential and or actual problems with our products and services, creating and improving products and services; suggesting different or additional products or services, making internal business decisions about current and future offers, providing personalized user experiences and service, and protecting our property and rights. We may also use personal information to contact you about GWI or third-party products, services, and offers, consistent with our CPNI Policy set out below, that we believe you may find of interest. We may contact you by telephone, postal mail, e-mail, or other methods. You may opt-out of receiving marketing communications from us at any time by contacting marketing@gwi.net.

Disclosure of Personal Information

We do not rent, sell, or otherwise provide your personal information to unaffiliated third-parties to market their services or products to you. We may, however, disclose your personal information to unaffiliated third-parties as follows: (a) with your consent: We can disclose personal information about you to third-parties with your consent. We can obtain your consent in several ways, such as in writing, orally, online, through "click-through" agreements, including through interactive voice response, or when your consent is part of this policy or the terms and conditions pursuant to which we provide you service. Your consent is sometimes implicit. For example, if you purchase a product and ask that it be shipped to your home, you implicitly consent to our disclosure of your name and address to a third-party shipping company to complete delivery.

Transaction Processing: We may disclose personal information to third-parties who complete transactions or perform services on our behalf (for example, customer service, billing, shipping, and marketing), and transactions on your behalf (such as, verification of your account information at your request to some third-party business), or

transfers related to your service (for example, number portability). We typically restrict by contract the manner in which these third-parties may use and disclose personal information about you without your consent.

Primary Account Holder: We may disclose personal information of an account user to the primary account holder (which is the party financially responsible for the account). If a business, governmental agency, or other individual obtains service for you, that entity or individual is our customer, and we may provide personal information about you or your use of the service to them or others at their direction. When you are the primary account holder, but you receive special terms or discounted pricing, or other benefits through another party's agreement with us (such as an employee discount), we may provide enough personal information to that party to verify your initial and continuing eligibility for benefits under their agreement with us and to calculate any associated discounts.

Legal Process and Protection of GWI and others: We may disclose personal communications or information where we believe in good faith such disclosure is necessary to comply with the law or respond to legal process (such as a lawful subpoena, E-9-1-1 information, court order), to initiate, bill, render, and collect for products and services, to enforce or apply agreements, to protect our rights and or property in connection with disputes, claims, or litigation; to protect users of our services and other carriers or providers from abusive, fraudulent, or unlawful use of, or subscription to, such services, to facilitate or verify the appropriate calculation of any fees, taxes, or other obligations due to a local, state, or federal government, or if we so determine disclosure is necessary in an emergency situation.

Third-party Services: When the use of our services allows you to take advantage of products and services offered by other companies your personal information may be disclosed.

Business Transfers: We may disclose personal information as part of a corporate business transaction, such as a acquisition or merger, corporate reorganization, or sale of company assets, joint venture, financing, or in the unlikely event of insolvency, receivership or bankruptcy, in which personal information could be transferred to third-parties as a business asset in the transaction.

Retention of Personal Information and Security

We use a variety of electronic, physical, and procedural safeguards to protect personal information from unauthorized use, access, or disclosure while it is under our control. Such as when you provide sensitive information (like credit card numbers) to our web site, we use transmission encryption technologies like Secure Socket Layer (SSL). Although we cannot guarantee that misuse, loss, or alteration of your personal information will not occur, we strive to prevent such occurrences.

Our practices and procedures are designed to limit personal information access to those GWI employees and agents with a legitimate need to access such information. GWI employees are bound by confidentiality obligations, which obligate them to protect the confidentiality of our customers' personal information. Violations of such would subject employees to disciplinary action, up to and including termination.

We retain personal information for as long as we have a business need or as applicable regulations and laws, or government orders require. When we dispose of personal information, we use reasonable procedures to erase or render it unreadable such as shredding documents and wiping electronic media. We will make reasonable attempts to notify you if we determine that a security breach involving your personal information has occurred and creates a risk of service disruption, identity theft, or as otherwise required by law.

Access to Your Information

You may modify your contact information by contacting Customer Service. We will make good faith efforts to resolve requests to correct inaccurate information except where the request requires disproportionate technical effort or expense, is unreasonable, jeopardizes the privacy of others, or would be impractical.

Use of Your Information

Regarding our marketing communications you may choose to limit or opt-out of certain communications from GWI at any time. While you may elect not to receive marketing information from us, if you subscribe to our services, you will continue to receive customer-service and transactional notices, invoices, and similar communications. If you are a GWI customer you can change your marketing preferences by completing our customer opt out form. If you are not a GWI customer and would like to opt-out of marketing communications from GWI, you can do so by completing our non-customer opt out form. You may also manage your marketing preferences by contacting Customer Service, or, with respect to marketing e-mails, by following the “unsubscribe” instructions on any marketing e-mail we send you.

Children

We do not solicit children to purchase our products or services. If however, you authorize a child to use our products or services through your GWI account, any personal information associated with such use will be treated as your information in accordance with this policy. We encourage parents to be involved in all the online activities (including wireless Internet browsing) of their children to ensure that no information is collected from a child without parental permission. We may offer security features designed to allow the customer to implement restrictions to adult orientated content, but such features are not guaranteed nor are they foolproof.

Caller ID Blocking

When you use GWI’s communications services, your name and telephone number may be transmitted and displayed on the receiving party’s communications device and/or phone bill unless you block that information, which you can generally do by dialing *67 prior to dialing the called party’s phone number. For more details refer to the specific instructions for your communication device regarding Caller ID Blocking. Caller ID Blocking does not prevent the display of your information when you dial certain business numbers, including 911, toll-free numbers or 900 numbers.

Web Beacons, Cookies and Similar Technologies

We may use cookies (which are small data text files placed on your device or computer) or similar technologies to identify the device or computer and record your preferences and other data so that our web site can personalize your visit/s. We may also use information collected from cookies to improve our site, make recommendations, and complete transactions you request. You may be able to set your browser to reject cookies or delete cookies, but that may result in the loss of some functionality on our site. We may also use Web beacons (which are small graphic images on a Web page or an HTML e-mail) to monitor interaction with our web site/s or e-mails. Web beacons are generally invisible because they are very small (only 1-by-1 pixel) and the same color as the background of the Web page or e-mail message. If we combine or link cookie or Web beacon information with personal information, we will treat the combined or linked information as personal information under this policy. We may employ third-parties to place advertisements about our products and services on other web site/s. The use of cookies, Web beacons, or similar technologies by such third-parties is subject to their privacy policies – not this policy.

Customer Service Monitoring

We may record and monitor e-mails, phone calls, or other communications between you and our Customer Service representatives or other employees for quality assurance purposes and training and to review specific transaction requests.

Forums and Chat Rooms

If you use or link to a public bulletin board, forum, chat room, or any type of social network on or from a GWI web site, please understand and be aware that any personal information you submit can be read, collected, or used by

other users of these forums, including to send you unsolicited messages. We are not responsible for access to or use of any personal information you choose to submit or share with others.

Directories

We do not publish directories of our customer's numbers. Neither will we provide or make such numbers available to any third-parties for listing in their public directories, without the customer's prior consent.

Other Governing Terms

This policy does not alter or modify any applicable agreement you have with GWI. Also, if you use subscribe to our services, our GWI Terms and Conditions and certain other terms may apply to your purchase, use, or subscription. If this policy conflicts with any portion of those terms and agreements, those terms and agreements govern to the extent of the inconsistency as permitted by law.

Protecting Your Own Personal Information

You play a key role in ensuring the security of your personal information, including protecting against unauthorized access to your device. We encourage you to use passwords to prevent unauthorized access to your information and your voicemail. We recommend that you periodically change your passwords, use unique, non-obvious passwords, and that you not share your passwords with others. Notify us immediately if you believe your personal information has been accessed without your consent.

Customer Proprietary Network Information (CPNI)

Customer Proprietary Network Information, or "CPNI", is a form of personal information that is generated in connection with the phone services we provide to you. CPNI includes information such as call details, and certain information about your rate plans and features. CPNI however does not include your name, phone number and address. Under federal law, you have a right, and we have a duty, to protect the confidentiality of CPNI and we have adopted procedures and policies designed to ensure compliance with those rules. We won't intentionally disclose your CPNI to third-parties without your permission, except as allowed under applicable law, FCC rules, or explained in this policy. However you may designate other "authorized users" (such as a spouse) to access and manage your account information, including CPNI.

USE OF CPNI

We may use CPNI in the course of providing repair services to you. We may also use CPNI to market GWI services to you that may enhance services that you already receive from GWI. Finally, we may use, disclose or permit access to CPNI to protect the rights or property of GWI or to protect users of GWI's services from fraudulent, abusive or unlawful use of, or subscription to, such services.

USE OF CPNI UPON AUTHORIZATION FROM THE CUSTOMER

We may use CPNI or disclose CPNI to GWI's agents and any affiliates that provide communications-related services for the purpose of marketing communication related services to you that are outside the category of service to which you already subscribe. As an example, we may utilize CPNI generated in our furnishing phone service to you to market to you, data services. However, you have the right to restrict our use of your CPNI for this purpose. If you would like to opt out of this type of marketing, you may notify us in writing by mailing such writing to: Marketing, GWI 8 Pomerleau St. Biddeford, Me. 04005 or you may call customer service and a customer service representative will note your desire to opt out in your billing record. If you do not notify us within 30 days of this notification that you wish to restrict our use of your CPNI, we will conclude that you consent to our use of CPNI for this limited purpose. The approval shall be valid until you affirmatively revoke or limit such approval. Your

decision to opt out of such marketing will not affect the provision of any services to which you subscribe. Your decision to permit such marketing may enhance our ability to offer products and services tailored to your needs.

Changes to This Policy

We may update this policy if legal or regulatory changes require it or if we materially change our practices. If we decide to use or disclose personal information in a way that is materially different from that which was stated in this policy at the time the personal information was collected, we will notify you by posting notice of the change on our Web site privacy policy page for at least 30 days before we implement that change and will give you an opportunity to opt-out of the proposed use or disclosure of previously collected personal information. You should refer to this policy often for the latest information and the effective date of any changes.

How to Contact Us

If you have any questions or comments about this policy or about GWI's privacy practices, please contact Customer Service by sending an e-mail message to services@gwi.net, by accessing customer service through our web site or by calling customer service at 866-494-2020.

You may also direct your privacy-related comments or questions to the address below:

Marketing
GWI
8 Pomerelau St.
Biddeford, Me. 04005

GWI
CPNI Training Outline
(Last Updated: September 2010)

I. Disclosure of Customer Proprietary Network Information (“CPNI”)

The FCC prohibits GWI from releasing customer information to a customer when that customer calls, except when the customer provides a password.

Absent the use of a password, GWI may not release customer information to a customer except by sending it to the customer’s address of record or calling the customer at the customer’s telephone number of record.

GWI can also provide customer information in person to the customer at GWI’s office if the customer presents valid identification.

GWI must also disclose customer information to any person that the customer may designate in writing to receive such information. However, GWI must follow the above guidelines in providing customer information to the designated representative (proper identification, sending to designated address provided by customer, etc.)

When releasing/disclosing customer information, an employee should document the date, time and the manner in which the customer authorized such release or disclosure.

An employee must immediately report to the employee’s supervisor if customer information is disclosed in a manner other than as outlined above. A failure on the part of an employee to report such disclosures will result in discipline up to and including termination of employment depending on the circumstances of the failure to report the disclosure to a supervisor.

II. Marketing Restrictions

GWI is permitted to use customer information, without the customer’s approval to market enhancements to services the customer already uses. The FCC provides the following example: If the customer purchases basic telephone service from the Company, the Company does not need to obtain customer approval to use the customer’s information to try to sell the customer voice mail or caller ID service.

However, GWI must obtain customer approval to use customer information for other marketing. As an example, if GWI wanted to use customer information compiled from phone customers to market data plans, it would need to obtain customer approval. In obtaining such approval, GWI must first provide the customer with a request that contains specific disclosures

about how GWI will use the customer information. The law permits GWI to use either an Opt-In or an Opt-Out process to obtain approval for use of the information within the Company. GWI has elected to use the Opt-Out process. Therefore, prior to using the customer information for marketing purposes within the Company (other than the marketing purposes outlined in the first paragraph of this section), GWI must send the customer the notice saying that GWI will consider the customer to have given approval to use the customer information for marketing unless the customer, within thirty days of the notice, tells GWI not to do so.

Prior to sharing customer information with joint venture partners or independent contractors, GWI must obtain Opt-In approval from the customer. That means that the customer must expressly give GWI permission to disclose such information to joint venture partners or independent contractors. In addition, GWI must enter into agreements with these third parties to keep GWI customer information confidential before providing the information to these third parties.

III. Additional Notification to Customer and Law Enforcement

The FCC requires GWI to report to both the customer and law enforcement officials such as the FBI if customer information is disclosed without the customer's permission.

GWI must notify customers immediately whenever one of the following is created or changed.

1. Password
2. Customer Name
3. Mailing address
4. Email address
5. Phone Number
6. Username

This notification is not required when the customer initiates service. The notification may be through a GWI originated voicemail, mail to the address of record and must not reveal the changed information or be sent to the new account contact information. GWI representatives will send postcards to customers address of record (prior to change) as soon as any change is made to their account. GWI will only use the customer's phone number on record to obtain customer authorization.

GWI must provide our Opt-Out notice to all phone customers every two years. GWI has chosen to send this notification in the month of October during years ending in even numbers.

IV. Recordkeeping

GWI must keep accurate records of all instances where it disclosed customer information to third parties, and whether or not the customer provided approval for such disclosure.

GWI must keep records documenting biennial phone customer Opt-Out notification for at least one year. This will be stored off-network with the marketing campaign documentation.

GWI employees will record instances of postcard notification being sent to customers in our billing or customer relation management systems. Changes made directly in the Billing system do not require additional notes as the system records the date, the employee making the change and the method of authorization is always the same.

All approved and executed marketing campaigns will be documented in our shared off-network storage so that it is accessible and secure. Documentation shall include the target and messaging.

V. Compliance Review of Marketing Campaigns

All marketing campaigns should be reviewed for compliance with the CPNI policy prior to implementation of the marketing campaigns.

VI. Training

All employees should be trained regarding the requirements set forth in this outline and documentation of such training should be maintained.



CPNI Training Attendance List

Employee (print)	Employee (signature)	Date

Presented by (print)	Presented by (signature)	Date

Please scan and email to marketing@gwi.net for training documentation.



New Employee CPNI Training Confirmation

I have reviewed our CPNI Policy with the following new employee:

Employee (print)	Employee (signature)	Date

Trainer (print)	Trainer (signature)	Date

Please scan and email to marketing@gwi.net for training documentation.



GWIOPT-OUT NOTICE

GWl respects your privacy and abides by the privacy rules mandated by the Federal Communications Commission. You have a right, and GWl has a duty under federal law, to protect the confidentiality of your Customer Proprietary Network information ("CPNI"). CPNI is information about the quantity, technical configuration, type, destination, location, usage and billing of your GWl phone service. GWl will not use or disclose your CPNI except as permitted or required by federal statute and applicable FCC regulations. GWl will use your CPNI only to provide GWl services to you or to suggest other GWl communications-related services tailored to your needs. GWl may disclose, share or permit access to your CPNI on a limited, as-needed basis with trusted agents and contractors that assist us in providing you with communications related services. Contractors and agents, as well as GWl, share a duty to protect your CPNI. These protections apply automatically, and you do not need to take any action in order to benefit from them.

Additional Options:

As a GWl customer, you have the right to impose additional restrictions on GWl's use of your CPNI by "opting out." If you opt out, GWl cannot use your CPNI to market additional services to you. Opting out will not affect the provision of any GWl service to which you already subscribe, but it may prevent you from receiving certain information about additional services from GWl. We will not use your information for 33 days after mailing this notice to give you time to make your choice. In order to opt out, please complete and return the Opt-Out Notification set out below and mail the form to:

**GWl
Marketing
8 Pomerleau St
Biddeford, Me. 04005**

Please be advised that if you do not opt out, your consent will remain valid until we receive your notice withdrawing it. If you wish to withdraw your consent at any time, you may do so by calling us at 866-494-2020.

I have read this notice and would like to Opt-Out of the CPNI based marketing of products and services that are outside of my existing scope of service offered by GWl.

Authorized Customer:

Street/Billing Address:

City, State, Zip Code:

Account Telephone Number:

Authorized By: _____
(Signature of authorized contact currently listed on the account)

Date:



IMPORTANT *Customer Notice*

IMPORTANT *Customer Notice*

I have updated your account based on our conversation on _____.

*If you or someone with authorized access to your account did not make these changes, please contact GWI immediately at **1-866-494-2020**.*

Regards,

Non Disclosure Agreement

In consideration of doing business with Great Works Internet ("GWI"),
_____ ("Contractor") agrees not to disclose any Confidential Information to any third party unless authorized in writing to do so by an authorized officer of GWI.

Contractor agrees not to make any personal or commercial use of Confidential Information unless expressly authorized in writing to do so by an authorized officer of GWI.

This Agreement shall not be construed to grant Contractor any license or other rights, including any right to a continued business relationship with GWI. This Agreement shall continue to be binding on Contractor after Contractor's association with GWI ends and irrespective of the length of Contractor's association with GWI or the level of remuneration paid by GWI to Contractor.

No modification of this Agreement may be made unless authorized in writing by an authorized officer of GWI.

"Confidential Information" shall mean information, including but not limited to formulas, techniques, plans, processes, programs, financial data, marketing plans, lists of customers or any other identification of customers and/or the particular requirements of such customers, or data related to such customers, research and development, trade secrets or other information designated by GWI as Confidential Information.

"Confidential Information" includes Customer Proprietary Network Information ("CPNI"). CPNI is information about the quantity, technical configuration, type, destination, location, usage and billing of a GWI customer's phone service.

Contractor acknowledges that as a contractor of GWI, Contractor shares a duty to protect the CPNI of GWI's customers to the extent that Contractor has access to such CPNI. Contractor acknowledges that it may not disclose such CPNI to any other party, including the GWI customer, unless specifically authorized in writing by an authorized officer of GWI to do so. If Contractor has contact with GWI customers, Contractor agrees to familiarize itself with GWI's privacy and CPNI policies and comply with such policies.

It would be impossible to calculate or ascertain accurately and definitely the damages GWI would sustain from a breach of this Non Disclosure Agreement. Accordingly, in the event of a threatened or actual breach of this Agreement, Contractor agrees that GWI shall be entitled to an injunction, without the necessity of posting bond, restraining any prohibited activity and that GWI may also pursue such other remedies available to GWI including the recovery of additional damages. GWI shall be entitled to payment by Contractor of all reasonable attorneys' fees and costs incurred in bringing such any legal action to enforce this Agreement.

Contractor

By: _____

Date:

Its:

GW

CPNI Documentation Outline

GW Maintains a CPNI folder in our corporate Google Docs and the following items are to be stored there:

- This document, also called the Full CPNI Package
- GW CPNI Policy
- GW CPNI Training Outline
- Training Attendance List
- New Employee Training Confirmation
- Opt-Out Notification: new customers and the biennial notification
- Biennial Opt-Out Notification customer lists
- Marketing campaigns including customer lists
- CPNI Non-disclosure agreement
- Signed CPNI Non-disclosure agreements

Individual interactions with customers will be documented in the following systems:

- Platypus 5: Residential Services billing system
- Platypus 6: Business Services billing systems
- Calltrak: Residential Services customer relationship management (CRM) system